

05-27-03

2153



THE UNITED STATES PATENT AND TRADEMARK OFFICE
REVOCATION AND GRANT OF POWER OF ATTORNEY

Docket No. 0016

6-9-B

Serial No.:

See Appendix A

Name of Assignee: Arbor Network, Inc.
Address: 430 Bedford Street
Suite 160
Lexington, MA 02420
USA

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MAY 28 2003

Technology Center 2100

TO THE COMMISSIONER FOR PATENTS

P.O. Box 1450
Alexandria, VA 22313-1450

Honorable Sir:

Statement Under 37 CFR 3.73(b):

Arbor Networks, Inc., a corporation, states that it is the owner and assignee of the entire right, title, and interest in the patent applications listed on the attached Appendix A.

The chain of title of the listed applications:

-from the inventors to Asta Networks, Inc. is established by the documents recorded in the U.S.P.T.O. at the reel and frame numbers listed on the attached Appendix A; and

-from Asta Networks, Inc. to the assignee Arbor Networks, Inc. is established by the assignment that is attached hereto as Appendix B.

The undersigned, whose title is supplied below, is authorized to act on behalf of the assignee.

Revocation of Power of Attorney or Authorization of Agent:

The assignee hereby revokes all previous power of attorney or authorizations of agent given in the applications listed on the attached Appendix A.

Power of Attorney:

The assignee hereby appoints the practitioners at **Customer No. 29127**, including

J. Grant Houston Reg. No. 35,900
Maria M. Eliseeva Reg. No. 43,328
at:

Houston Eliseeva
4 Militia Drive, Suite 4
Lexington, MA 02421

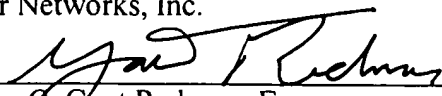
as the attorneys to prosecute the applications as listed in Appendix A, to transact all business in the U.S. Patent and Trademark Office, and any other Industrial Property protection office in any other country, in connection with all patent applications listed in Appendix A.

Change of Correspondence Address:

Please direct all future correspondence to **Customer No. 29127.**

Arbor Networks, Inc.

By:


C. Gant Redmon, Esq.
Corporate Counsel

Dated:

5/23/03



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Sheet 1 of 2

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APPENDIX A

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Assignment
Recorded
Reel/Frame

<u>Title</u>	<u>Serial/Patent Number</u>	<u>Filing/Issue Date</u>	
Network Traffic Data Collection and Query	09/886,352	June 20, 2001	June 20, 2001 011924/0270
Progressive and Distributed...	09/685,518	October 9, 2000	October 9, 2000 011212/0488
Network Traffic Regulation...	09/777,550	February 5, 2001	May 21, 2001 011827/0542
Independent Detection and Filtering...	09/825,139	April 3, 2001	September 10, 2001 012144/0847
A Distributed Solution for Regulating...	09/631,898	August 4, 2000	August 4, 2000 011023/0836
Detecting and Preventing...	09/706,503	November 2, 2000	November 2, 2000 011262/0342
Distributed Service Level Management...	09/920,335	July 31, 2001	February 4, 2002 012593/0088
Detecting Network Misuse	10/176,845	June 20, 2002	June 20, 2002 013032/0364
Progressive and Distributed	PCT/US01/42371	September 28, 2001	October 9, 2000 011212/0488
Detecting Network Misuse	PCT/US02/19834	June 20, 2002	June 20, 2002 013032/0364
A Distributed Solution for Regulating...	PCT/US01/24113	August 1, 2001	August 4, 2000 011023/0836
Independent Detection and Filtering...	PCT/US02/09708	March 29, 2002	September 10, 2001 02144/0847

APPENDIX A

<u>Title</u>	<u>Serial/Patent Number</u>	<u>Filing/Issue Date</u>	<u>Assignment Recorded Reel/Frame</u>
Network Traffic Regulation	PCT/US02/02928	January 29, 2002	May 21, 2001 011827/0542
Detecting and Preventing...	PCT/US01/45720	October 30, 2001	November 2, 2000 011252/0342

Appendix B

ASSIGNMENT AGREEMENT

This Assignment Agreement is made as of the 23rd day of April 2003, by and between Asta Networks, Inc. ("Patent Holder") and Arbor Networks, Inc. ("Patent Purchaser").

WHEREAS Patent Holder desires to sell and transfer to Patent Purchaser the patent applications listed on Schedule A to the form of Assignment attached hereto as Exhibit I (the "Patent Applications"); and

WHEREAS Patent Purchaser is desirous of acquiring the Patent Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Patent Holder and Patent Purchaser hereby agree as follows:

1. Purchase and Sale of Patent Applications. Patent Holder agrees to sell and transfer to Patent Purchaser, and Patent Purchaser agrees to purchase from Patent Holder at the Closing, subject to and upon the terms and conditions contained herein, free and clear of any lien, or other encumbrance of any kind whatsoever, the Patent Applications. The closing (the "Closing") of the sale and transfer of the Patent Applications will take place on the date hereof (the "Closing Date"). On the Closing Date, Patent Holder will execute and deliver to Patent Purchaser an Assignment in the form attached hereto as Exhibit I. In addition to all other obligations of Patent Purchaser set forth in this Agreement and Exhibit I, Patent Holder will, at Patent Purchaser's request and at its expense, take such other reasonable actions as may be necessary to transfer the Patent Applications to Patent Purchaser. Upon Closing Patent Holder specifically acknowledges that Patent Purchaser may deal with the Patent Applications in any manner it sees fit including without limitation the right to let lapse any intellectual property rights included in the Patent Applications and that Patent Purchaser shall have all right, title, and interest in and to any registered patents that result from the Patent Applications.

2. Payments by Patent Purchaser. In consideration of the sale and transfer of the Patent Applications, Patent Purchaser will, on the Closing Date, pay Patent Holder U.S. \$80,000.

3. Representations and Warrants of Patent Holder. Patent Holder represents and warrants to Patent Purchaser that the statements contained in this Section are correct and complete as of the date of this Agreement.

- a. to Patent Holder's knowledge, the Patent Applications do not infringe on the rights of any third party;
- b. to Patent Holder's knowledge, there are no royalty obligations of Patent Holder arising from or relating to the Patent Applications;
- c. the Patent Holder possesses the corporate power and authority to assign the Patent Applications to Patent Purchaser pursuant to this Agreement.

4. Miscellaneous.

- a. **ENTIRE AGREEMENT.** This Assignment and Exhibit I, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and will supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof and thereof.
- b. **GOVERNING LAW.** This Agreement will be construed in accordance with and all disputes hereunder will be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, U.S.A., without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.
- c. **DESCRIPTIVE HEADINGS; CONSTRUCTION.** The headings contained in this Agreement and Exhibit I are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
- d. **NOTICES.** Any notice or payment required to be given to either party will be deemed to have been properly given and to be effective upon receipt if (a) delivered in person, by telefax, or overnight courier, or (b) mailed by first-class certified mail, postage paid, to the respective addresses given below, or to another address as it will Patent designate by written notice given to the other Party.

If to Patent Holder: Alex Knight
Arch Venture Partners
1000 Second Ave.
Suite 3700
Seattle, WA 98104

with a copy to: Mark Handfelt
Wilson Sonsini Goodrich & Rosati
5300 Carillon Point
Kirkland, WA 98033

If to Patent Purchaser: Gant Redmon
Corporate Counsel
Arbor Networks, Inc.
430 Bedford St.
Lexington, MA 02420

with a copy to: J. Grant Houston
Registered Patent Attorney
4 Militia Drive, Suite 4
Lexington, Massachusetts 02421

- e. **SEVERABILITY.** All terms contained in this Agreement will be so construed as not to infringe the provisions of any applicable law, but if any such terms do infringe any

such provision, such term will be deemed to be void and severable. The parties undertake to replace invalid terms or fill any gap with valid terms which most closely approximate the intent and economic effect of the invalid terms or, in case of a gap, the parties' presumable intentions. In the event that the terms and conditions of this Agreement are materially altered as a result of the preceding sentence, the parties will renegotiate the terms and conditions of this Agreement in order to resolve any inequities.

- f. **NO IMPLIED WAIVER; REMEDIES CUMULATIVE.** No failure on the part of Patent Holder or Patent Purchaser to exercise and no delay in exercising any right, power, remedy or privilege under this Agreement, or provided by statute or at law or in equity or otherwise, including, without limitation, the right or power to terminate this Agreement, will impair, prejudice or constitute a waiver of any such right, power, remedy or privilege or be construed as a waiver of any breach of this Agreement or as an acquiescence therein, nor will any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.
- g. **AMENDMENT.** No amendment, modification, waiver, termination or discharge of any provision of this Agreement, nor consent to any departure by Patent Holder or Patent Purchaser therefrom, will in any event be effective unless the same will be in writing signed by the party against whom enforcement is sought.
- h. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

In witness whereof, the parties have executed this Assignment Agreement as of the date first written above.

"Patent Holder"

By: 

Name:

Title:

"Patent Purchaser"

By: 

Name: Thomas Arthur

Title: CEO

ASSIGNMENT

This Assignment Agreement is made as of the 23rd day of April, 2003, by and between Asta Networks, Inc. ("Assignor") and Arbor Networks, Inc. ("Assignee").

WHEREAS, Assignor desires to sell to Patent Purchaser the patents applications listed on Schedule A (the "Patent Applications"); and

WHEREAS, Assignee is desirous of acquiring the Patent Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignment of Patent Applications. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the Patent Applications.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals on the date after their signatures.

"ASSIGNOR"

print name: Asta Networks, Inc.

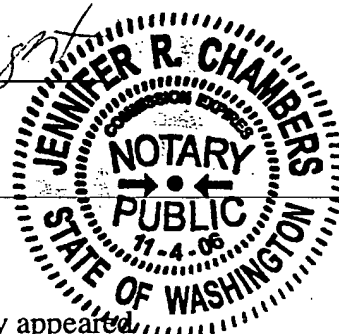
(sign) [Signature] (print) Alex Knight

date: 5/7/03

Washington

State of ~~California~~

County of King



On this the 7th day of May, 2003 before me personally appeared Alex Knight to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

Jennifer Chambers
Notary Public

My commission expires 11/4/06

"ASSIGNEE"

print name: Arbor Networks, Inc.

(sign) [Signature] (print) Thomas Arthur

date: 4/23/03

Country	Application Number/ Patent Number	Filing Date/ Issue Date	Name
USA	09/685,518	10/9/00	Progressive and Distributed Regulation of Selected Network Traffic Destined For A Network Node (Reference Number P002)
USA	09/631,898	8/4/00	Regulating Network Traffic Destined For A Network Node (Reference Number P001)
USA	09/825,139	4/3/01	Independent Detection and Filtering of Undesirable Packets (Reference Number P005)
USA	09/706,503	11/2/00	Detecting and Preventing Undesirable Network Traffic From Being Sourced Out of a Network Domain (Reference Number P004)
USA	10/176,845	6/20/02	Detecting Network Misuse (Reference Number P007)
USA	09/777,550	2/5/01	Network Traffic Regulation Including Consistency Based Detection and Filtering of Packets with Spoof Source Addresses (Reference Number P003)
USA	09/886,352	6/20/01	Network Traffic Data Collection and Query (Reference Number P008)
USA	09/920,335	7/31/01	Distributed Service Level Management For Network Traffic (Reference Number P006)
PCT	PCT/US01/24113	8/1/01	A Distributed Solution for Regulating Network Traffic
PCT	PCT/US02/09708	3/29/02	Independent Detection and Filtering of Undesirable Packets
PCT	PCT/US01/45720	10/30/01	Detecting and Preventing Undesirable Network Traffic From Being Sourced Out of a Network Domain
PCT	PCT/US02/19834	6/20/02	Detecting Network Misuse
PCT	PCT/US01/42371	9/28/01	Progressive and Distributed Regulation of Selected Network Traffic Destined for a Network Node
PCT	PCT/US01/02928	1/29/02	Network Traffic Regulation Including Consistency Based Detection and Filtering of Packets with Spoof Source Addresses